

Control Sheet

Parties to the Agreement:

Potatoes South Africa NPC, a company registered under the laws of South Africa of 6 Potato House De Havilland Crescent, Persequor Park, Pretoria

(the "Client")

Anna Montali, a service provider, registered under the laws of South Africa,

(the "Service Provider")

Commencement Date:

3 March 2022

Contract End Date:

3 April 2022

Total Contract Cost:

R70 047,00 (Seventy thousand and forty-seven rands only - Vat Exclusive)

Deposit (if any):

10% deposit is payable to the service provider upon contract signing of R7 004,70 (Seven Thousand and four rand, seventy cents only - VAT Exclusive.)

Brief Project/Services Description:

The marketing division strives to bring excellence in the potato industry through the incorporation of robust, innovative solutions.

Recipe development plays a critical role in content generation, which is crucial for developing marketing communication messages. The generation of recipe videos will be used across all GPP functions to demonstrate product usage as well as attract new user and retain current users.

The main objectives of this project are to create **thirty tasty, versatile, and convenient, potato-based recipes.**

Internally Approved by:

1. Immaculate Zinde
2. Hein Oberholzer
3. Willie Jacobs

Bank Particulars of Service Provider:

Bank account details of Service Provider:

Bank: Standard Bank

Branch: Fourways Crossing




Branch code: Universal

Account holder: Anna Montali

Account number: 420203753

CONTENTS

Clause	Page
1. Preamble	2
General Conditions Of Contract.....	2
2. Rules Of Interpretation And Definitions.....	2
3. Appointment	3
4. Services	3
5. Additional Services	4
6. Remuneration.....	5
7. Limitations On Authority.....	5
8. Copyright	6
9. Insurance.....	6
10. Liabilities And Indemnities Of Service Provider.....	6
11. Compliance With Laws/Regulations	7
12. Termination.....	7
13. Information And Confidentiality	8
14. Force Majeure	9
15. Waiver.....	9
16. Severability	9
17. Term.....	10
18. Amendments	10
19. Domicilium And Notices	10
20. Assignments And Successors.....	10
21. Taxes.....	10
22. Third Party Rights.....	11
22. Governing Law	11
23. Dispute Resolution.....	11
Schedule 1: Special Conditions Of Contract	12

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PREAMBLE

Whereas the Client wishes to appoint the Service Provider to provide certain Services.

And Whereas the Service Provider is willing to do so and has presented to the Client that it is able to provide such Services.

Now Therefore the Parties agree as follows:

GENERAL CONDITIONS OF CONTRACT

1. RULES OF INTERPRETATION AND DEFINITIONS

1.1 Rules of interpretation

- 1.1.1 Any reference to a Party, person or legal entity (including the Service Provider and the Client) shall include its successors and permitted transferees.
- 1.1.2 Any reference to a document or agreement is to such document or agreement as amended, restated or novated from time to time.
- 1.1.3 The General Conditions of Contract shall supersede the provisions of the Special Conditions of Contract and the Control Sheet should there be any differences in interpretation that cannot be reconciled.
- 1.1.4 Schedule 1 (Special Conditions of Contract) and the Control Sheet forms an integral part of the total agreement between the Parties.
- 1.1.5 Electronic communication and signature of this Agreement shall be binding on the Parties, provided it complies with the Electronic Communications Act, 2020

1.2 Definitions

"Agreement" means the present consultancy services agreement (General Conditions of Contract read with the Special Conditions of Contract and the Control Sheet) between the Service Provider and the Client.

"Client" means Potatoes South Africa as described in the Control Sheet.

"Control Sheet" means the sheet at the beginning of this Agreement summarising the Parties and key elements of this Agreement.

"Party" means either the Client or Service Provider, and **"Parties"** means both.

"Service Provider" means the Service Provider as described in the Control Sheet;

"Services" means the services provided by the Service Provider as set out in more detail in the Special Conditions of Contract.

"Special Conditions of Contract" means the conditions of contract set out in Schedule 1.

2. APPOINTMENT

- 2.1 The Client hereby appoints the Service Provider to act as an independent provider of Services upon the following terms.
- 2.2 The Service Provider shall perform all of the duties specified to be performed by the Service Provider under this Agreement professionally, independently, fairly and impartially to the Client.
- 2.3 While the Service Provider may take account of any representations made by the Client, the Service Provider shall not be bound to comply with any representations made by or rely on any such representations in connection with any matter on which the Service Provider is required to exercise its professional judgment in performing the Services.

3. SERVICES

- 3.1 The Service Provider will provide the services set out in the Special Conditions of Contract (the **"Services"**): Provided that the Service Provider shall not be entitled to any fee for Services performed unless -
 - 3.1.1 the Services has been set out or otherwise approved of under this Agreement; or
 - 3.1.2 the Client has given its prior written permission or instruction for the performance thereof in writing (via e-mail).
- 3.2 The Client may withhold payment for Services if the Service Provider does not meet the agreed Milestones and/or provide agreed Deliverables in time.
- 3.3 The Service Provider undertakes and warrants to the Client that in carrying out and performing the Services under this Agreement -
 - 3.3.1 that the Service Provider has exercised and will continue to exercise all the standard skill, care, diligence and attention to be expected of a competent and accredited Service Provider of a similar nature in the performance of similar Services;
 - 3.3.2 that the Service Provider shall ensure that it appoints competent and fully qualified employees and/or sub-contractors who (i) are duly qualified and acknowledged in their respective fields of expertise as having the necessary professional experience in carrying out the Services for works of a similar nature, value, scope, complexity and timescale to the Services, and (ii) comply to Good Industry Practice, all applicable legislation and regulations and other requirements applicable to the Services.

For the purposes of this Clause, "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, foresight, prudence and operating practice that would ordinarily be expected from skilled and experienced Service Providers with appropriately qualified personnel engaged in the same type of undertaking as the Service Provider.

- 3.4 The Service Provider shall proceed regularly and diligently with the Services and in so doing the Service Provider will comply with all reasonable instructions and directions given to it by the Client on any matter connected with the Services.
- 3.5 The Service Provider shall co-operate fully with the Client in the performance of the Services. A contact person will be provided by the Client, or if applicable, a joint committee will be formed to oversee interactions between the Client and the Service Provider.
- 3.6 The Service Provider shall keep the Client fully and properly informed on all aspects of the Services and provide the Client with such information and comments as the Client may from time to time require from the Service Provider with regard to the Services promptly and in good time.
- 3.7 The Client agrees to co-operate with and provide reasonable assistance to the Service Provider to familiarise him/it with all necessary aspects of the Project so as to enable the Service Provider to carry out its obligations under this Agreement, including –
 - 3.7.1 clear instructions to the Service Provider, sent through in writing (via e-Mail);
 - 3.7.2 reasonable time to execute the Services; and
 - 3.7.3 due consideration of the Service provider's recommendations.
- 3.8 The Service Provider shall be responsible at its own cost for submitting to the proper authorities or any third party all and any prescribed or required legal and other notices relating to the Services, the procurement of all requisite permits, licences, permissions or consents to perform the Services and the payment of all fees, costs or expenses relating thereto.
- 3.9 The Service Provider shall, at no cost to the Client, make itself available, at all reasonable times and places, to consult with the Client in connection with the Services. The Service Provider shall report to and consult with the Client through a representative designated by the Client.

4. **ADDITIONAL SERVICES**

- 4.1 The Service Provider shall at the request of the Client carry out and perform any additional Services reasonably required by the Client which are not included in, or which are omitted from the Services, subject to prior agreement by the Client to the costs thereof, in which case the Special Conditions of Service shall be amended to include such additional services, including any amendment to reflect the agreed fees in respect of such additional services (if applicable).

5. **REMUNERATION**

- 5.1 The amount of remuneration for the provisions of the Services, the deliverables for which fees are payable, and when fees are due and payable are set out in the Special Conditions of Services.
- 5.2 Invoices provided to the Client before the end of a calendar month shall, unless otherwise provided for in the Special Conditions of Service, be payable within 30 days from submission of such invoice, free from any costs and charges other than VAT.
- 5.3 The Service Provider shall maintain a true, correct and complete set of records, including books and accounts in accordance with generally accepted accounting principles consistently applied, relating to the costs and expenses for which the Service Provider is entitled to seek reimbursement hereunder, including the time spent in performing the Services. The Service Provider shall retain such records for a period of three (3) years after the termination of this Agreement and the Client may, upon request, inspect, audit and/or reproduce such records and/or any other documentation pertaining to the Services; provided, however, that the Service Provider may exclude its trade secrets from the scope of any such audit. The Service Provider shall ensure that any subcontractor and/or other person appointed by the Service Provider to act on the Service Provider's behalf in accordance with the terms hereof in connection with the Services maintains and retains comparable records for the same period as that required of the Service Provider and permits the Client to conduct audits of such records.
- 5.4 The Service Provider shall ensure that the Service Provider and any anyone subcontracted by and/or to the Service Provider, and/or any other person acting on the Service Provider's behalf in connection with the Services shall not grant any rebates or other remuneration or gratuity to any employee or officer of the Client or other affiliated entities of the Client, nor grant any such rebates, one to the other, nor pay any remuneration or gratuity to any employee or officer of the other in connection with the Services.
- 5.5 The Service Provider shall, unless and to the extent otherwise agreed in terms of the Special Conditions of Service, on submitting invoices together with such invoice provide an itemised record of the Services performed during the period to which that invoice relates.
- 5.6 The parties record that fees exclude VAT where the Service Provider is registered as a VAT Vendor. Where the Service Provider is registered as a VAT vendor the Service Provider must provide the Client with a tax invoice as required in terms of applicable legislation.

6. **LIMITATIONS ON AUTHORITY**

The Service Provider acknowledges that he/she is appointed as an independent contractor to render the Services to the Client, and nothing herein contained shall constitute or be construed as constituting the Service Provider as an agent, representative or employee of the Client, nor shall the Service Provider be entitled to hold itself out as an agent, representative or employee of the Client. or The Service Provider shall be solely responsible for determining the means,

manner, and method of performing the Services and for the provision thereof in accordance with the terms of the Agreement.

7. COPYRIGHT

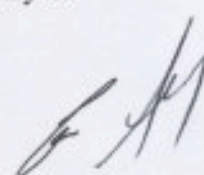
- 7.1 The Service Provider acknowledges that, unless and to the extent otherwise provided in the Special Conditions of Service, the Intellectual Property Right in any work or other deliverable written or produced by the Service Provider while in the course and scope of its engagement by the Client (except for any pre-existing copyright or other Intellectual Property rights held by the Service Provider or any third party) shall vest in the Client.
- 7.2 If so required, the Service Provider will sign any documents and perform any acts necessary to give effect to the acknowledgement by the Service Provider in Clause 7.1 and to protect the rights of the Client.
- 7.3 In so far as any Intellectual Property Right in any work now or in future written or produced by the Service Provider in the course and scope of its engagement by the Client may not vest in the Client for any reason whatsoever, including as may be specified in the Special Conditions of Service, the Service Provider hereby assigns to the Client the free use of such rights and undertakes to sign any documents and perform any acts necessary to give effect thereto.
- 7.4 For purposes of this Agreement "**Intellectual Property Right**" shall mean any legally protectable right such as copyright, design rights, patents, inventions, logos, business names, trademark, or trade secrets, including any application for registration or legal protection of such rights.

8. INSURANCE

- 8.1 All of the Service Provider's activities hereunder shall be at the Service Provider's own risk, and the Service Provider shall not be entitled to workers' compensation, or any other insurance protection provided by the Client to or in respect of the Service Provider's own employees, nor shall the Service Provider be entitled to the benefit of any other plans or programs intended for the Client's employees.
- 8.2 During the term of this Agreement, the Service Provider shall carry all insurances and permissions necessary in accordance with the laws of the jurisdictions that apply to the Service Provider and the Service Provider's employees who are engaged in the Services.

9. LIABILITIES AND INDEMNITIES OF SERVICE PROVIDER

- 9.1 The Parties shall defend, indemnify and hold harmless each other, its employees, officers, directors and agents and the Parties' respective joint venture partners, parents, affiliates and their respective employees, officers, directors and agents from and against any and all third party claims, loss, damage, injury, liability, costs and expenses ("**Costs**") of whatsoever kind or nature and however arising, including attorney's fees, demands, recoveries and judgments, suffered or incurred by a Party in the event and to the extent that such Costs arise from and/or in connection with a breach by a Party, its agents or employees and/or non-compliance with any applicable law, rule, regulation or order by (or any of them):





- 9.2 Without prejudice to Clause 10.1, the Service Provider shall perform its duties and obligations under this Agreement for the benefit of the Client and the Client may (in respect of any duty or obligation owed to it and independently of the other), subject to the provisions of Clause 22, pursue any action or proceedings in respect of any breach of the Service Provider's duties and obligations under this Agreement which it may consider appropriate. Any action or proceeding by the Client shall not prevent or preclude any further action or proceedings by the Client arising out of the same or similar matters.

10. COMPLIANCE WITH LAWS/REGULATIONS

- 10.1 The Service Provider shall give all necessary notices and shall comply and ensure that all employees and permitted sub-contractors of the Service Provider and the Service Provider's suppliers comply with all applicable laws, ordinances, governmental rules, and regulations relating to the Services. The Service Provider shall also comply with the Client's on-site internal company, safety, health and environmental policies, rules, and directives to the extent applicable.
- 10.2 The Service Provider shall be liable for any fines or assessments levied against the Service Provider or the Client by any governmental agency for violations of safety, health, environmental or other laws, rules or regulations by employees, agents or subcontractors of the Service Provider. In addition to the Client's other rights and remedies, the Client may exercise its right to terminate this Agreement immediately, without further payment obligations, if, in the discretion of the Client, the Service Provider has failed to enforce any applicable safety, health, environmental or other laws, regulations or rules.

11. TERMINATION

- 11.1 Should any Party (the "**Defaulting Party**") breach any terms of this Agreement, the other Party (the "**Innocent Party**") may notify the Defaulting Party in writing (by e-mail) to remedy such breach within 7 (seven) days from the date of such notification, failing which the Innocent Party may, in addition to any other remedies it may have –
- 11.1.1 cancel the Agreement and claim damages from the Defaulting Party; or
 - 11.1.2 claim specific performance of any or all the terms of this Agreement from the Defaulting Party.
- 11.2 Notwithstanding the provisions of Clause 11.1, this Agreement may be terminated immediately by written notice from the Service Provider to the Client, or by the Client to the Service Provider (as the case may be) in the event that –
- 11.2.1 the other Party is wound up, dissolved or deregistered;
 - 11.2.2 any corporate action, legal proceedings or other procedure or step is taken in respect of the other Party in relation to:
 - (a) the suspension of payments, a moratorium of any indebtedness, liquidation, winding-up, dissolution, administration, judicial management, business rescue, reorganisation (by way of voluntary arrangement, program of arrangement or otherwise);

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- (b) a composition, compromise, assignment or arrangement with any creditor of the other Party;
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, business rescue practitioner, trustee or other similar officer in respect of the other Party or any of its assets;
 - (d) enforcement of any security over any assets of the other Party; or
 - (e) any analogous procedure or step is taken in any jurisdiction.
- 11.2.3 a meeting is proposed or convened by the directors of the other Party, a resolution is proposed or passed, application is made, or an order is applied for or granted to authorise the entry into or implementation of any business rescue proceedings (or any similar proceedings) in respect of the other Party or an analogous procedure or step is taken in any jurisdiction;
- 11.2.4 security is given to the Master of the High Court for an application to liquidate or sequester the other Party; or
- 11.2.5 the directors, management or trustees of a Party are charged with any offence relating to theft, embezzlement, or misuse of funds.
- 11.3 In the event that the Client terminates this Agreement for any reason other than Clause 11.2.5, the Service Provider shall be entitled to compensation for those Services that had been satisfactorily completed at the time of termination.

12. INFORMATION AND CONFIDENTIALITY

- 12.1 Any information relating to the Client or otherwise of a confidential nature belonging, concerning or relating to the Client, its members, clients, affiliates, agents, service providers and employees (a "**Disclosing Party**") and their respective properties, assets, businesses, financial condition, prospects and any other information pertaining to their business or affairs in any form whatsoever including in electronic, written or oral form, marked "confidential" or, if disclosed otherwise, identified as "confidential" at the time it is disclosed, or reasonably inferred as being confidential in nature due to the nature thereof, (herein collectively referred to as the "**Confidential Material**"), shall be used by the Service Provider and its affiliates, agents, service providers and employees (a "**Receiving Party**") only as strictly required for the purpose for which that information was provided, and not for any other purpose whatsoever.
- 12.2 Confidential Material will be kept strictly confidential by the Receiving Party and the Receiving Party shall not at any time or under any circumstances, impart, disclose, divulge, or otherwise make available, to any third party or obtain any benefit, whether direct or indirect from the use of any Confidential Material (or any knowledge thereof or deriving therefrom) without the express consent of the Disclosing Party.
- 12.3 Notwithstanding the foregoing, any Confidential Material may be disclosed –
- 12.3.1 to which the Disclosing Party has specifically consented to in advance;

- 12.3.2 to the extent the Receiving Party may be required to make disclosure by an order of any governmental or judicial authority having jurisdiction or by applicable law;
- 12.3.3 to the extent required to be disclosed under any arbitration proceedings between the Parties.
- 12.4 It shall not be a breach of this Agreement to the extent that Confidential Material is disclosed unintentionally by the Receiving Party as a direct consequence of any unforeseen, irresistible and unavoidable event or circumstance (a "**Force Majeure Event**"): Provided that:
- 12.4.1 the Receiving Party shall, within fifteen (15) days from the occurrence date of such Force Majeure Event, notify AFMA thereof and concurrently submit relevant evidence proving the occurrence of such event; and
- 12.4.2 the Receiving Party shall take any measures necessary to prevent or minimize any losses and damages that may be caused to the Disclosing Party resulting from such disclosure.

13. **FORCE MAJEURE**



- 13.1 In the event of a Force Majeure Event the performance of a Party shall be excused for the duration thereof: Provided that –
- 13.1.1 a Force Majeure event shall not relieve the Client from his payment obligation for Services performed satisfactorily prior to the occurrence of such Force Majeure Event; and
- 13.1.2 either Party may cancel this agreement without penalty of such Force Majeure Event continues for a period longer than 3 (three) months or such longer period as may be set out in the Special Conditions of Contract.

14. **WAIVER**

The failure of any party at any one time to enforce any provision of this Deed shall in no way affect its rights thereafter to require complete performance by any other party, nor shall the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

15. **SEVERABILITY**

If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby and the Service Provider and the Client shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement.

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16. **TERM**

16.1 This Agreement shall –

16.1.1 commence at the date of signature unless otherwise specified in the Special Conditions of Contract,

16.1.2 be valid for the period as set out in the Special Conditions of Contract or until the Agreement has been terminated, whichever occurs first.

16.2 Notwithstanding the expiration or termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed or discharged, and any right, unconditional or conditional, which has been created and has not been fully enjoyed, enforced or observed, performed or satisfied (including but not limited to the duties, obligations and rights with respect to confidentiality) shall survive such expiration or termination until such duty or obligation has been fully observed, performed or discharged and such right has been enforced, enjoyed or satisfied.

16.3 The Parties may, prior to the Agreement lapsing in terms of clause 16.1, extend the Agreement for such further period or periods as may be set out in in the Special Conditions of Contract.

17. **AMENDMENTS**

No change orders, modification to, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either Party unless reduced to writing (e-Mail) by a person entitled to represent such Party.

18. **DOMICILIUM AND NOTICES**

18.1 The parties elect the physical addresses set out in the headings to this Agreement as their respective *domicilia citandi et executandi*. Any formal notice or demand to be made by one party to another in respect of this Agreement shall be served at the *domicilium citandi et executandi* of the other party or such other physical address as the other party may previously have specified.

18.2 Any notice other than a formal notice or demand to be made by one party to another in respect of this Agreement may be sent e-mail.

19. **ASSIGNMENTS AND SUCCESSORS**

19.1 The Service Provider may not at any time assign, transfer, cede or delegate any or all of its rights and obligations under this Agreement without the prior written consent of the Client.

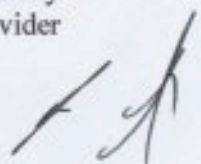
19.2 The Service Provider shall not be entitled to sub-contract any part of the Services without the prior written consent of the Client and shall, notwithstanding such consent, be and remain liable to the Client for the performance of any sub-contracted Services.

20. **TAXES**

The Service Provider shall be liable for any income and other taxes due by it in the performance of the Services and hereby authorises the Client to withhold any taxes due from any payment owed to the Service Provider if the Service Provider



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is obliged to do so by law, or under the direction of a tax authority having jurisdiction in the matter.

21. **THIRD PARTY RIGHTS**

Save as otherwise expressly provided in the General Conditions of Contract, this Agreement does not, and is not intended to, grant to any person or entity other than the parties hereto any benefit, right or remedy hereunder, including the right to rely on the Services or any product, report or other deliverable generated by or on behalf of the Service Provider.

22. **GOVERNING LAW**

21.1 The validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

22. **DISPUTE RESOLUTION**

22.1 Any dispute between the Parties arising from and/or relating to and/or in connection with this Agreement and/or the Services, its interpretation and/or application, shall be resolved in accordance with the terms of this Article.

22.2 Any dispute raised by a Party:

22.2.1 shall be notified in writing by such Party to the other Party within 10 (ten) Business Days of such dispute first arising. The Service Provider's managing director and the Client's chairperson (the "**Managing Directors**") shall meet as soon as possible thereafter and shall use their bona fide endeavours to resolve the dispute in an expeditious and amicable manner, subject to full disclosure of all information and documentation relevant to the dispute; and

22.2.2 in the event that the Managing Directors shall fail to resolve the dispute within a period of 30 (thirty) days after the dispute shall have been referred to it, either Party shall be entitled, on delivery of a written notice to the other of them, to demand that the dispute be referred to arbitration in terms of the Rules for Expedited Arbitrations of the Arbitration Foundation of South Africa ("**AFSA**"), before a single arbitrator appointed by the President for the time being of AFSA at the request of either Party. Unless the Parties otherwise agree, the arbitration shall be held in Johannesburg in the English language, it being the intention of the Parties that, insofar as practicable, such arbitration shall be undertaken and completed within ninety (90) days after delivery of the arbitration notice. Any award made by the arbitrator may be made an order of Court at the instance of either Party.

22.3 Nothing contained in this Clause 22 shall preclude any Party from seeking urgent interim relief from any competent court having jurisdiction in the matter pending the institution of any arbitration proceedings in terms of this Article.

23 SCHEDULE 1: SPECIAL CONDITIONS OF CONTRACT

Services	Item	
<p>Clause 3: Services</p>	<p><u>Additional Services Agreed (Specify any additional Services/amendments of original Services agreed to):</u></p>	
	<p>Project Services</p>	<p>Anticipated Deliverable</p>
	<ul style="list-style-type: none"> • Recipe development 	<p>Mood board aligned to PSA Brand Identity:</p> <ol style="list-style-type: none"> 1. White backdrop 2. Incorporation of colour using fresh produce 3. Minimal use of colourful utensils 4. Earthy colours <p>Recipe Development:</p> <ol style="list-style-type: none"> 1. Develop 30 original recipes that reflect the demographics of the middle-income consumer in South Africa as follows: <ol style="list-style-type: none"> a. 10X Children's recipes b. 10X Classic potato salads c. 10X Potato Roasts and Bakes 2. Recipes must showcase four attributes: Taste, Convenience, Versatility & Affordability 3. Recipes proposed must include list of ingredients, clear measurements, and method of preparation <ol style="list-style-type: none"> a. Please make sure all the listed ingredients match the method of preparation. 4. NB! Recipes must be clearly written and submitted on Word. <ol style="list-style-type: none"> a. Please note the term "new potatoes" is not South African. It is a British concept. b. Make 100% sure that terminology used is reflective of South African lingo & culture. 5. Recipe names must be short, crisp and original
	<ul style="list-style-type: none"> • Recipe Costing 	<p>We wish to position potatoes as an affordable and value for money product. As such it is highly recommended that the recipes contain relatable, affordable, and basic ingredients that can be found at any average household.</p>

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Services	Item													
		<p>The service provider shall endeavour to develop recipes that are practical, easy to prepare, easy on the pocket yet showcase the versatility nature of potatoes as a meal on its own, one pot meals, family dishes, salads, and other innovative product usage.</p> <p>It is advisable for the service provider to cost each dish. Example: Serves 4 people at R150.</p>												
	<ul style="list-style-type: none"> • Recipe Videography/ Photography 	<p>The production of photography/images shall follow the following proposed specifications:</p> <ol style="list-style-type: none"> 1. High resolution 2. Each image must be accompanied by 1 high resolution ingredient shot of the dish 3. Theme: Tasty, convenient, versatile 4. Starring: Potatoes must be the star of every dish on its own or consumed as a side alongside protein and other vegetables. 5. Size: 1080px by 1080px and 4135 by 5055 6. Aspect ratio: 1:1 (Square) and Portrait 7. File size: 5MB and above 8. Recipe: Must be easy to read and grasp. <p>REMEMBER: Potatoes must be the hero of all dishes!</p>												
	Timelines	<p>The project shall be carried out in multiple phases approach as follows:</p> <table border="1" data-bbox="679 1487 1302 1633"> <thead> <tr> <th>#</th> <th>Quantity</th> <th>D-Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>10 March</td> </tr> <tr> <td>2</td> <td>10</td> <td>15 March</td> </tr> <tr> <td>3</td> <td>10</td> <td>25 March</td> </tr> </tbody> </table> <p>Please note: The service provider can use their own discretion in respect of service delivery over and above the proposed dates. It would be ideal to have most of the content <u>no later 15 March 2022.</u></p>	#	Quantity	D-Date	1	10	10 March	2	10	15 March	3	10	25 March
#	Quantity	D-Date												
1	10	10 March												
2	10	15 March												
3	10	25 March												
<p>Clause 4: Additional Services-</p>	<p>The service provider shall procure ingredients towards the project which will fall outside this MOU.</p>													

Services	Item																				
<p>Clause 5: Remuneration</p>	<p>Total Remuneration payable (<i>for lump sum contract</i>):</p> <p>The entire project will commence upon signing of contract by all parties.</p> <p>The proposed submission of all content should be no later than 3 April 2022.</p> <p>The total cost of the project is R70 047,00 (Exclusive of VAT and ingredients).</p> <p><u>Hourly/daily rates payable (<i>for rate-based contract</i>):</u> N/A</p> <p><u>Payment Schedule:</u></p> <table border="1" data-bbox="438 960 1309 1288"> <thead> <tr> <th>#</th> <th>Item</th> <th>D-Date</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Deposit</td> <td>Upon contract signing</td> <td>R7 004,70 (10%)</td> </tr> <tr> <td>1</td> <td>10 Kiddies Recipes</td> <td>Upon submission</td> <td>R21 014,10 (30%)</td> </tr> <tr> <td>2</td> <td>10 Classic Salads</td> <td>Upon submission</td> <td>R21 014,10 (30%)</td> </tr> <tr> <td>3</td> <td>10 Roasts & Bakes</td> <td>Upon submission</td> <td>R21 014,10 (30%)</td> </tr> </tbody> </table> <p><u>Deposit (<i>if applicable</i>):</u> 10% deposit is payable to the service provider upon contract signing of R7 004,70 (Seven Thousand and four rand, seventy cents only – VAT Exclusive).</p> <p><u>Expenses payable (<i>if applicable</i>):</u> N/A</p> <p><u>When entitled to payment – (<i>e.g., against Deliverables/Milestones & Monthly</i>):</u></p> <p>Upon submission of satisfactory content as outlined in the preceding table under Clause 5: Payment Schedule</p>	#	Item	D-Date	Amount	1.	Deposit	Upon contract signing	R7 004,70 (10%)	1	10 Kiddies Recipes	Upon submission	R21 014,10 (30%)	2	10 Classic Salads	Upon submission	R21 014,10 (30%)	3	10 Roasts & Bakes	Upon submission	R21 014,10 (30%)
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Services	Item
	<p><u>Itemised list of services to be provided with invoice (Yes/No):</u> N/A</p> <p><u>Bank and Account Number into which payment must be made:</u> Bank: Standard Bank Branch: Fourways Crossing Branch code: Universal Account holder: Anna Montali Account number: 420203753</p>
<p>Clause 7: Copyright</p>	<p>Ownership in intellectual property & rights of use (<i>Applicable only if IP does not vest in Client, otherwise delete</i>):</p> <p>To this Clause:</p> <p>a. "Background Intellectual Property" means any Intellectual Property owned by the Client or the Service Provider prior to entering into the Agreement, and excludes Intellectual Property owned by third parties.</p> <p>b. "Foreground Intellectual Property" means any Intellectual Property that is created or obtained through the performance of the Services.</p> <p>c. Background Intellectual Property shall remain the property of the Party to whom it belongs.</p> <p>d. Foreground Intellectual Property shall be owned by the Parties jointly and be utilised as they may agree upon on a case-by-case basis. A Party may only use such Intellectual Property with the prior permission of the other Party, which permission shall not unreasonably be withheld.</p>
<p>Clause 16: Term</p>	<p><u>Commencement Date of the Contract if not the Signature Date (Only applicable if other commencement date agreed upon):</u> At signing of agreement</p>

Services	Item
	<p><u>Termination Date (Insert date when the contract ends):</u> 3 April 2022</p> <p><u>Extension of contract and new termination date: (If applicable)</u> Based on the final product submitted, this contract may be subject to renewal for the 2022/2023 financial year.</p>

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